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Plaintiff - *In Pro Se*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SAMUEL BERNARD JOHNSON III,

Plaintiff,

vs.

CHEVRON CORPORATION, a Delaware  
corporation, CHEVRON  
ENVIRONMENTAL MANAGEMENT  
COMPANY, a California corporation, and  
DOES 1-10,

Defendants

Case No.: C 07-05756 SI (JCS)

**DECLARATION OF SAMUEL  
BERNARD JOHNSON III IN SUPPORT  
OF PLAINTIFF'S MOTION FOR LEAVE  
TO FILE A FIRST AMENDED  
COMPLAINT**

DECLARATION OF SAMUEL BERNARD JOHNSON III IN SUPPORT OF PLAINTIFF'S MOTION  
FOR LEAVE TO FILE A FIRST AMENDED COMPLAINT, Case No. C 07-05756 SI (JCS)

1 I, Samuel Bernard Johnson III, (hereinafter referred as "Plaintiff Johnson") am the  
2 Plaintiff in the within action declare the following:

3 1. On March 24, 2008, Plaintiff Johnson and Delia A. Isvoranu of Filice Brown  
4 Eassa & McLeod LLP, (hereafter referred to as "Counsel for Chevron") conducted a telephone  
5 conference call wherein Counsel for Chevron and Plaintiff Johnson discussed the fact that  
6 Plaintiff Johnson had not exhausted all of his mandatory administrative remedies before naming  
7 the following defendants as required under Title VII, Title I and under the California Fair  
8 Employment and Housing Act claims:

- 9 a. Chevron Corporation Long-Term Disability Plan Organization;
- 10 b. Catherine Drew;
- 11 c. Kathryn M. Gallacher;
- 12 d. Susan J. Solger;
- 13 e. Krystal Tran;
- 14 f. Debbie Wong; and
- 15 g. Gary Yamashita.

16 2. During the telephone conference call in ¶ 1 of this declaration, Plaintiff Johnson  
17 and Counsel for Chevron discussed that a 42 U.S.C. § 1983 claim is reserved to sue  
18 governmental entities and given such, Plaintiff Johnson could not assert such a claim against  
19 defendants a. through g.

20 3. During the telephone conference call in ¶ 1 of this declaration, Plaintiff Johnson  
21 informed Counsel for Chevron that he had made a typo and/or mistake in asserting a 42 U.S.C. §  
22 1983 claim against defendants a. through g. given the amount of stress that he had been under  
23 when he prepared the original Complaint for filing with the Court. Plaintiff Johnson also  
24 informed Counsel for Chevron that he meant to bring a 42 U.S.C. § 1981 claim against  
25 defendants a through g and that such a claim would not call for Plaintiff Johnson to exhaust all  
26 mandatory administrative remedies as required by Title VII, Title I and the California Fair  
27 Employment and Housing Act.  
28

1           4.       During the telephone conference call in ¶ 1 of this declaration, Counsel for  
2 Chevron informed Plaintiff Johnson that he could only seek relief from defendants Chevron  
3 Corporation and Chevron Environmental Management Company as defendants' a. through g.  
4 would not have to pay a dime anyway. If they were found guilty of the misconduct in the  
5 original Complaint.

6           5.       During the telephone conference call in ¶ 1 of this declaration Plaintiff Johnson  
7 informed Counsel for Chevron that it was a matter of principle to seek relief from defendants a.  
8 through g. Plaintiff Johnson also informed Counsel for Chevron that holding defendants a.  
9 through g. accountable for their alleged misconduct is in keeping with The Chevron Way.

10          6.       During the telephone conference call in ¶ 1 of this declaration, Counsel for  
11 Chevron informed Plaintiff Johnson that she did not understand The Chevron Way and how it  
12 applied to defendants' a through g being named in this action.

13          7.       During the telephone conference call in ¶ 1 of this declaration, Plaintiff Johnson  
14 informed Counsel for Chevron that The Chevron Way was like the California Rules of  
15 Processional Conduct and Ethics in how attorneys of the State of California are governed in  
16 practicing before various Courts.

17          8.       During the telephone conference call in ¶ 1 of this declaration, Counsel for  
18 Chevron stated that she still did not under The Chevron Way. Counsel for Chevron also  
19 informed Plaintiff Johnson that it made no sense to her that Plaintiff Johnson wanted to seek  
20 relief and damages from defendants a. through g. when they would not pay a dime. If they were  
21 guilt of the alleged wrongdoing in the original Complaint. Counsel for Chevron further informed  
22 Plaintiff Johnson that he could only seek such relief and damages for defendants a. through g's  
23 alleged misconduct from defendants' Chevron Corporation and Chevron Environmental  
24 Management Company.

25          9.       During the telephone conference call in ¶ 1 of this declaration, Plaintiff Johnson  
26 informed Counsel for Chevron that he guessed she had to hear David O'Reilly the Chief  
27 Executive Officer and President of Board for Chevron Corporation speak about The Chevron  
28 Way and how it applies to Chevron Corporation and its subsidiaries. Plaintiff Johnson also

1 informed Counsel for Chevron that given such he had every right to name defendants a. through  
2 g. in this action as well as to seek relief and damages from these defendants' for their alleged  
3 misconduct in this action.

4 10. During the telephone conference call in ¶ 1 of this declaration Plaintiff Johnson  
5 stated that he would have to get back to Counsel for Chevron at a later date as he needed  
6 additional time to think about the matter as he was having a hard time not dismissing and/or  
7 naming defendants a. through g. given the principles of The Chevron Way and how such applied  
8 to these defendants' being held accountable for their actions.

9 11. On March 24, 2008, at 3:08 p.m. Counsel for Chevron sent Plaintiff Johnson an  
10 email reiterating what is referenced in ¶¶ 1 -10 of this declaration. *See* Exhibit A, March 24,  
11 2008, email from Counsel for Chevron to Plaintiff Johnson.

12 12. On March 24, 2008, at 10:21 p.m. Plaintiff Johnson sent an email to Counsel for  
13 Chevron informing her that he was in agreement with her that he had not exhausted all of his  
14 mandatory administrative remedies under Title VII and the Fair Employment and Housing Act in  
15 naming the Dismissed Defendants as well as a right to sue letter was not obtained for each  
16 Dismissed Defendant. Plaintiff Johnson also informed Counsel for Chevron that a party could  
17 still add additional defendants after a complaint had been filed without the need to adhere to Title  
18 VII and the California Fair Employment and Housing Act guidelines as it pertains to each  
19 defendant in this matter. Plaintiff Johnson also informed Counsel for Chevron via telephone that  
20 he would re-add these defendants under a 42 U.S.C. section 1981 claim. *See* Exhibit B, March  
21 24, 2008, email from Plaintiff Johnson to Counsel for Chevron.

22 13. On March 24, 2008, Plaintiff Johnson also informed Counsel for Chevron  
23 via the email in ¶ 12 of this declaration that the reason he sought to re-add the Dismissed  
24 Defendants under a 42 U.S.C. section 1981 claim was due in part to The Chevron Way, which  
25 holds individuals accountable for there conduct. Plaintiff Johnson specifically informed Counsel  
26 for Chevron of the following, "...while I'm leaning toward the decision of agreeing to a  
27 stipulation to remove all of the defendants except Chevron Corporation and Chevron  
28 Environmental Management Company such may only delay the fact that I could/will amend the

1 complaint to add the [Dismissed Defendants] at a later date. I believe that discovery in this  
2 particular matter warrants such as I truly believe in The Chevron Way. Given such, these  
3 employees must be held accountable for there actions.” *Id.*

4 14. On March 24, 2008, Plaintiff Johnson also informed Counsel for Chevron via the  
5 email in ¶ 12 of this declaration that there was no way that the parties would be able to have a  
6 telephone conference as well as hash through issues pertaining to a Joint Case Management Plan  
7 before Thursday, April 3, 2008, as his employment causes him not to be able to devote his full  
8 time and energy to meeting the Court’s strict deadline on this matter. *Id.*

9 15. On March 24, 2008, Plaintiff Johnson also informed Counsel for Chevron via the  
10 email in ¶ 12 of this declaration that he proposed that the parties move the filing of any Joint  
11 Case Management Statement out thirty (30) days as well as the Initial Case Management  
12 Conference. Given such the new date to file the Joint Case Management Statement would be  
13 May 3, 2008, a Case Management Conference would be May 10, 2008, and that the parties could  
14 agree to such in a stipulation as well as file such on Monday, March 31, 2008. *Id.*

15 16. On March 24, 2008, Plaintiff Johnson also informed Counsel for Chevron via the  
16 email in ¶ 12 of this declaration that by moving the Joint Case Management Statement and Case  
17 Management Conference dates out thirty days would allow the parties to comply with FRCP  
18 26(f) & ADR L.R. 3.5, Civil L.R. 16-8, FRCP 26(a)(1) and Civil L.R. 16-9. *Id.*

19 17. On March 25, 2008, at 10:12 a.m. Counsel for Chevron sent Plaintiff Johnson an  
20 email informing him that with regard to the required meet and confer that she is available at any  
21 time in the evening as well as the weekends as having prepared Joint Conference Statements it  
22 would not take more then thirty (30) minutes for the parties to meet and confer. *See* Exhibit C,  
23 March 25, 2008, email from Counsel for Chevron to Plaintiff Johnson.

24 18. On March 25, 2008, Counsel for Chevron also informed Plaintiff Johnson via the  
25 email in ¶ 17 of this declaration that if the parties could agree to dismiss the defendants other  
26 then Chevron Environmental Management Company and Chevron Corporation, then there would  
27 be no need to prepare a Motion to Dismiss, and she would then be willing to devote some time to  
28 preparing the Joint Case Management Conference Statement. *Id.*

1           19.     On March 27, 2008, Plaintiff Johnson sent an email to Counsel for Chevron  
2 requesting that Counsel for Chevron provide him with the Civil Local Rule or Rules that state  
3 Counsel for Chevron had to file a Motion to Dismiss by April 3, 2008. Plaintiff Johnson also  
4 informed Counsel for Chevron that he felt having to agree to stipulate to dismiss the Dismissed  
5 Defendants should not be contingent on the parties agreeing to move the April 10, 2008, Case  
6 Management Conference out thirty (30) days. *See* Exhibit C, email from Plaintiff Johnson to  
7 Counsel for Chevron. *See* also Exhibit D, March 27, 2008, email from Plaintiff Johnson to  
8 Counsel for Chevron.

9           20.     On March 27, 2008, Counsel for Chevron sent an email to Plaintiff Johnson  
10 requesting to know if Plaintiff Johnson would stipulate to the dismissal of the individual  
11 defendants other than Chevron Environmental Management Company and Chevron Corporation  
12 as the April 10, 2008, Case Management Conference before the Honorable William H. Alsup  
13 was fast approaching as Counsel for Chevron needed to file their Motion to Dismiss by April 3,  
14 2008, but was hesitant to start expending time and effort preparing if the parties could reach an  
15 agreement pertaining to the dismissal of the Dismissed Defendants. *See* Exhibit E, email from  
16 Counsel from Chevron to Plaintiff Johnson.

17           21.     On March 31, 2008, at 5:10 p.m. Plaintiff Johnson sent an email to Counsel for  
18 Chevron requesting clarification on what the stipulation would cover. *See* Exhibit F, March 31,  
19 2008, email from Plaintiff Johnson to Counsel for Chevron

20           22.     On March 31, 2008, at 5:18 p.m. Counsel for Chevron sent an email to Plaintiff  
21 Johnson stating that the stipulation would be to dismiss defendants other than Chevron  
22 Environmental Management Company and Chevron Corporation from all claims. That she was  
23 not seeking for Plaintiff Johnson to dismiss any of his claims against the company, just the  
24 individual defendants from the action as the company's liability, if any, would be based on the  
25 conduct of these employees, they just would not be parties to this action. Counsel for Chevron  
26 also informed Plaintiff Johnson that as to the 42 U.S.C. section 1983 claim, one cannot allege a  
27 1983 claim against a private employer, only a public one, such as the state, police or some other  
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1 governmental entity. *See* Exhibit G, March 31, 2008, email from Counsel for Chevron to  
2 Plaintiff Johnson.

3 23. On March 31, 2008, Counsel for Chevron also informed Plaintiff Johnson via the  
4 email in ¶ 22 of this declaration that she would agree to include in the stipulation that this does  
5 not waive Plaintiff Johnson's right to later amend his complaint to add the individuals at a later  
6 time (although there is no legal basis for doing so). Counsel for Chevron further stated that if the  
7 parties could agree to this dismissal, then she would agree to the thirty (30) day extension and  
8 would include that in the stipulation. *Id.*

9 24. On April 1, 2008, at 6:00 a.m. Counsel for Chevron informed Plaintiff Johnson of  
10 the following after Plaintiff Johnson sent Counsel for Chevron the Stipulated and Proposed  
11 Order via facsimile to be filed with the Court, "Samuel, I received your fax and filed the  
12 Stipulation this morning to ensure the Court receives your request for continuance promptly.  
13 Again, than[k] you for your courtesy regarding this matter. I will wait to receive your proposal  
14 for a resolution of this action...." *See* Exhibit H, April 1, 2008, email from Counsel for Chevron  
15 to Plaintiff Johnson.

16 25. On April 1, 2008, at 10:22 a.m. Plaintiff Johnson asked Counsel for Chevron the  
17 following, "Delia, before proceeding any further on the proposal for a resolution of this action, I  
18 will need to know whether or not you or Filice Brown Eassa & Mc[L]eod, LLP has the authority  
19 to begin and enter into settlement discussions with me pertaining to this matter as well as to  
20 execute a settlement if the parties can come to some agreement regarding this action and the  
21 WCAB matter..." *See* Exhibit I, April 1, 2008, email from Plaintiff Johnson to Counsel for  
22 Chevron

23 26. On April 1, 2008, at 5:43 p.m. Counsel for Chevron replied to Plaintiff Johnson's  
24 email by stating the following, "Samuel, Yes. We have authority to discuss settlement with you.  
25 I am required to forward any settlement demand/proposal to Chevron and I will do so". *See*  
26 Exhibit J, April 1, 2008, email from Counsel for Chevron to Plaintiff Johnson.

27 27 On April 2, 2008, at 10:28 a.m. Plaintiff Johnson sent an email to Counsel for  
28 Counsel for Chevron and informed her that he planned on sending on tonight the ADR

1 Certification and a Stipulation for a Protective Order as he would like for the parties to file these  
2 materials with the Court on the date that the parties file the Joint Case Management Conference.  
3 *See Exhibit K, April 2, 2008, email from Plaintiff Johnson to Counsel for Chevron.*

4 28. On April 2, 2008, Plaintiff Johnson also informed Counsel for Chevron via the  
5 email in ¶ 27 of this declaration that he would forward to Counsel for Chevron on April 3, 2008,  
6 a pleading that stated that the parties had agreed to ADR and the type of ADR process that the  
7 parties had selected (mediation) in hope that the parties could file that document as well. *Id.*

8 29. On April 2, 2008, at 10:31 a.m. Counsel for Chevron sent an email to Plaintiff  
9 Johnson stating that she would discuss the issue of mediation with Chevron and get back to  
10 Plaintiff Johnson hopefully by tomorrow. *See Exhibit L, April 2, 2008, email from Counsel for*  
11 *Chevron to Plaintiff Johnson.*

12 30. On April 7, 2008, at 3:01 p.m. Plaintiff Johnson sent Counsel for Chevron an  
13 email wherein he stated he had just reviewed the Joint Case Management Conference Statement  
14 and he noticed that there was an April 2009, trial which he felt was not plausible and/or  
15 workable. Plaintiff Johnson also asked Counsel for Chevron was she proposing that the parties  
16 have discovery, depositions, etc. in just six (6) months and then move into the next phase of the  
17 case. *See Exhibit M, April 7, 2008, email from Plaintiff Johnson to Counsel for Chevron.*

18 31. On April 7, 2008, Plaintiff Johnson also informed Counsel for Chevron in the  
19 email in ¶ 30 of this declaration that he believed that when he provides Counsel for Chevron with  
20 his Initial Disclosures she would be able to see the bigger picture as it pertains to what is  
21 referenced in ¶ 30 of this declaration. Plaintiff Johnson also informed Counsel for Chevron that  
22 the discovery he seeks in this action will go beyond and in a different direction then what he  
23 requested in the Workers Compensation Appeals Board administrative proceeding and that he  
24 believed that he had informed Counsel for Chevron that he planned on having a hearing/trial next  
25 year in this administrative proceeding. *Id.*

26 32. On April 7, 2008 at 3:49 p.m. Plaintiff Johnson sent an email to Counsel for  
27 Chevron and informed her that he was looking at a trial to happen sometime in April – June 2010  
28 as well as planned on putting such language in the Joint Case Management Conference to amend



1 the complaint within sixty (60) days. Plaintiff Johnson also informed Counsel for Chevron that  
2 he would be amending the complaint before the sixty (60) days as the parties previously  
3 discussed the fact that Plaintiff Johnson retained the right to bring in the employees and Chevron  
4 Corporation Long-Term Disability Plan Organization as well as DOES under 42 U.S.C. section  
5 1981 claim for discrimination and retaliation. By doing such would call for additional discovery,  
6 dispositions, etc. *See* Exhibit N, April 7, 2008, email from Plaintiff Johnson to Counsel for  
7 Chevron.

8 33. On April 7, 2008, at 3:54 p.m. Counsel for Chevron sent Plaintiff Johnson an  
9 email stating that she would make herself available on April 8, 2008, at 7:30 p.m. Counsel for  
10 Chevron also asked Plaintiff Johnson what was the proposed amendment to the complaint within  
11 the next sixty (60) days? *See* Exhibit O, April 7, 2008, email from Counsel for Chevron to  
12 Plaintiff Johnson.

13 34. On April 7, 2008, at 4:26 p.m. Plaintiff Johnson sent Counsel for Chevron an  
14 email wherein he informed her that he would add the new claims and what damages he would  
15 seek in the amending of the complaint in the Joint Case Management Conference. Plaintiff  
16 Johnson also reiterated to Counsel for Chevron that the reasons he stipulated to dismiss the 42  
17 U.S.C. section 1983 claim pertaining to the employees and Chevron Corporation Long-term  
18 Disability Plan Organization was for settlement purposes only, which he believed from the  
19 conversations that the parties previously had was Counsel for Chevron's understanding as well.  
20 *See* Exhibit P, April 7, 2008, email from Plaintiff Johnson to Counsel for Chevron.

21 35. On April 7, 2008, Plaintiff Johnson and Counsel for Chevron conducted a meet  
22 and confer regarding the Joint Case Management Conference Statement as well as other matters  
23 pertaining to this action.

24 36. On April 8, 2008, at 9:19 a.m. Plaintiff Johnson sent an email to Counsel for  
25 Chevron wherein he stated that he made the decision to sign the stipulation that was filed with  
26 the Court on April 1, 2008, with the Court. Plaintiff Johnson also informed Counsel for Chevron  
27 that it was further his understanding in dismissing the 42 U.S.C. section 1983 claim was an effort  
28

1 to streamline the case for settlement purposes. *See* Exhibit Q, April 8, 2008, email from Plaintiff  
2 Johnson to Counsel for Chevron.

3 37. On April 8, 2008, Plaintiff Johnson also informed Counsel for Chevron in the  
4 email in ¶ 36 of this declaration that Counsel for Chevron had stated in an email to Jahan Sagafi  
5 of Lieff, Cabraser Heimann & Bernstein LLP that if there was a basis to add the dismissed  
6 defendants, then it is Plaintiff Johnson's choice to do such. Plaintiff Johnson also stated that  
7 Counsel for Chevron proposed that Plaintiff Johnson just state in the Joint Case Management  
8 Conference Statement that he has the right to amend the complaint at a later date. Plaintiff  
9 Johnson further informed Counsel for Chevron that such language in the Joint Case Management  
10 Conference would cause Plaintiff Johnson to have to seek leave from the Court to amend the  
11 Complaint in which that was something that he did not want to do. Just placing a deadline of  
12 sixty (60) days in the Joint Case Management Conference would allow Plaintiff Johnson to  
13 amend the Complaint without having to seek leave from the Court. *Id.*

14 38. On April 8, 2008, Plaintiff Johnson also informed Counsel for Chevron in the  
15 email in ¶ 36 of this declaration that Counsel for Chevron had informed Plaintiff Johnson that  
16 she had until April 3, 2008, to file her motion to dismiss and if the parties stipulated to  
17 dismissing certain defendants as it pertained to the 42 U.S.C. section 1983 claim that would not  
18 only save her time in preparing a motion to dismiss, but would save Plaintiff Johnson in having  
19 to prepare an opposition and then the Court having to review such. Plaintiff Johnson further  
20 informed Counsel for Chevron that all of which could be avoided if the parties agreed to have  
21 certain defendants dismissed before April 3, 2008. *Id.*

22 39. On April 8, 2008, Plaintiff Johnson also informed Counsel for Chevron in the  
23 email in ¶ 36 of this declaration if that he had left certain defendants in this matter and added the  
24 42 U.S.C. section 1981 claim by way of amending the complaint, then Counsel for Chevron  
25 would have to file a Motion for Summary Judgment, etc. on the ADA, Title VIII and 42 U.S.C.  
26 section 1983 claim against certain defendants. However, what this comes down to is a  
27 procedural move and has not really wasted anyone's time and effort. *Id.*  
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1           40.     On April 8, 2008 at 9:22 a.m. Counsel for Chevron informed Plaintiff Johnson in  
2 an email that he was incorrect as it pertains to serving subpoenas on the employees. Counsel for  
3 Chevron also informed Plaintiff Johnson that he did not have to serve such subpoenas on the  
4 employees even if they are not named as individuals because they are employees of a party, i.e.  
5 Chevron, so no subpoena would be needed as Plaintiff Johnson could simply serve his  
6 interrogatories, requests, etc. on Counsel for Chevron's firm. *See* Exhibit R, April 8, 2008, email  
7 from Counsel for Chevron Plaintiff Johnson.

8           41.     On April 8, 2008, at 10:55 a.m. Plaintiff Johnson sent an email to Counsel for  
9 Chevron and informed her that it does not matter what method he uses to obtain the needed  
10 discovery and from whom in order to prove his claims. Plaintiff Johnson also informed Counsel  
11 for Chevron that what he stated in his April 8, 2008, 9:19 a.m. email and what will be discussed  
12 during the telephone conference call on tonight will make his position clear on why he will  
13 amend the Complaint in sixty (60) days. *See* Exhibit S, April 8, 2008, email from Plaintiff  
14 Johnson to Counsel for Chevron.

15           42.     On April 8, 2008, Plaintiff Johnson further informed Counsel for Chevron in the  
16 email in ¶ 40 of this declaration that if Counsel for Chevron's clients were serious about  
17 settlement purposes, then they have 45 days to make there best offer to resolve this matter, either  
18 outside of the Court directly with Plaintiff Johnson, through the Court's ADR program and  
19 Plaintiff Johnson may even ask that the Court place the party's immediately into settlement  
20 discussions in front of a Magistrate Judge. *Id.*

21           43.     On April 8, 2008, at 10:58 a.m. Counsel for Chevron sent Plaintiff Johnson an  
22 email where she stated that to date, she had not received Plaintiff Johnson's proposed settlement  
23 demand. When you provide it to me, I will convey it to the client. *See* Exhibit T, April 8, 2008,  
24 email from Counsel for Chevron.

25           44.     On April 8, 2008, at 11:29 a.m. Plaintiff Johnson sent an email to Counsel for  
26 Chevron wherein Plaintiff Johnson informed Counsel for Chevron that he would try and get the  
27 settlement demand done and forward it to Counsel for Chevron to send such to her clients. *See*  
28 Exhibit U, April 8, 2008, email from Plaintiff Johnson to Counsel for Chevron.



## EXHIBIT A

**Subject:** RE: Johnson v. Chevron Corporaiton Case No. C 07-05756 WHA

**Date:** 3/24/2008 3:08:27 P.M. Pacific Daylight Time

**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**To:** [BlakVIII@aol.com](mailto:BlakVIII@aol.com)

Dear Mr. Johnson,

This will confirm our telephone conference of earlier today, wherein we discussed Defendants' anticipated Motion to Dismiss the Defendants, other than Chevron Corporation and CEMC, on the grounds that the mandatory administrative remedies of Title VII and the Fair Employment and Housing Act were not exhausted as no right-to-sue letter was obtained for *each* defendant, as required per statute and as has been interpreted by multiple state and federal decisional authorities.

As I indicated, it would be in all the parties' best interest (as it would save tremendous time and efforts) to streamline this case by simply proceeding with your claims against Chevron Corporation and CEMC. It would also relieve you of having to respond to Defendants' Motion to Dismiss. You would maintain all your factual allegations, however, they simply would be aimed at these two companies based on the individual employee's alleged conduct, without proceeding against each employee or maintaining them as individual defendants in this action. Please advise whether you are amenable to doing so, and I will prepare the Stipulation to this effect. Thereafter, we can focus our efforts on moving forward with this action and meeting and conferring related to the filing of the Case Management Conference Statement, due on April 3, 2008.

Please let me know of your decision by the close of business this Friday as we are in the process of preparing the Motion to Dismiss and can avoid filing it if we can resolve this procedural issue by Stipulation.

Please feel free to contact me should you wish to discuss this matter further or if you are unable to locate the authorities referenced above and in our call, wherein numerous courts have expressly and repeatedly held that administrative remedies must be exhausted as to *each* named Defendant.

Best regards,

Delia Isvoranu

Delia A. Isvoranu

**Filice Brown Eassa & McLeod LLP**

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## EXHIBIT B

**Subject: Re: Johnson v. Chevron Corporaiton Case No. C 07-05756 WHA**

**Date:** 3/24/2008 10:21:13 P.M. Pacific Daylight Time

**From:** [BlakVIII](#)

**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**CC:** [BlakVIII](#)

Dear Ms. Isvoranu,

I'm in receipt of your email regarding the below-referenced subject matter. Initially, I'm in agreement with you on the fact that all mandatory administrative remedies of Title VII and the Fair Employment and Housing Act should have been exhausted as no right-to-sue letter was obtained for each defendant, as required per statue and as has been interpreted by multiple state and federal decisional authorities before I filed the November 14, 2007, complaint as titled above. However, please keep in mind that a party can add additional named defendants after a complaint has been filed without the need to adhere to Title VII and the Fair Employment and Housing Act guidelines as it pertains to each defendant in this matter.

My point here, is that a Plaintiff may amend his/her complaint to name additional defendants in an action before this Court after the complaint has been filed without the need to adhere to the above-referenced statues. Hence, the verbiage of DOES 1-10. What it now comes down to is procedural grounds in you bringing your Motions to Dismiss as it pertains to the employees and Chevron Corporation Long-Term Disability Organization Plan. Given such, while I'm leaning towards the decision of agreeing to a stipulation to remove all defendants except Chevron Corporation and Chevron Environmental Management Company such may only delay the fact that I could/will amend the complaint to add the employees and Chevron Corporation Long-Term Disability Organization Plan at a later date. I believe that the discovery in this particular matter warrants such as I truly believe in The Chevron Way. Given such, these employees must be held accountable for their actions.

On a separate note. There is no way that you and I will be able to have a telephone conference as well as hash through issues pertaining to filing a Joint Case Management Plan before Thursday, April 3, 2008, as my employment causes me not to be able to devote my full time and energy to meeting the Court's strict deadline on this matter. Given such, I propose that the parties move the filing of any Joint Case Management Statement out thirty days as well as the Initial Case Management Conference. The new date for filing the Joint Case Management Conference will be May 3, 2008, and a Case Management Conference will now be May 10, 2008. The parties can agree to such in a stipulation and file such on Monday, March 31, 2008.

1 By moving the above-referenced dates out thirty days will also give the parties time to comply  
2 with FRCP 26(f) & ARD L.R. 3-5, Civil L.R. 16-8 and FRCP (26(a)(1), and Civil L.R. 16-9.  
3 Please let me know by close of business day on tomorrow if you are in agreement with this  
4 approach. As well, any Joint Case Management Statement will have to be filed by your office as  
5 I'm still obtaining my e-filing status in which I should have shortly. Please also not that I will  
6 continue to seek counsel through BASF. It is my understanding that they are still looking for  
7 counsel and I should have an update shortly to provide to the Court on this subject matter one  
8 way or another.

9 As it pertains to discovery in this matter. As you are aware, Judge Alsop referred the issue of my  
10 March 17, 2008, letter, your opposition and my reply to your opposition (letter) to a Magistrate  
11 Judge to hear the discovery dispute and all discovery disputes in this matter. Given such, I  
12 request that you stop all "informal investigation" until such time that this matter maybe heard by  
13 the Magistrate Judge assigned to this matter. I believe that my assessment of FRCP 26(d) is  
14 correct. Given such, I would hate to see that you and your firm are sanctioned for any additional  
15 violations of FRCP 26(d). If you are not in agreement with such, please advise accordingly.

16 /s/Samuel Bernard Johnson III  
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## EXHIBIT C

**Subject: RE: Johnson v. Chevron Corporaiton Case No. C 07-05756 WHA**

**Date:** 3/25/2008 10:12:20 A.M. Pacific Daylight Time

**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**To:** [BlakVIII@aol.com](mailto:BlakVIII@aol.com)

Mr. Johnson,

With regard to our required meet and confer, please note that I am available at any time in the evening (as you can likely tell from our exchanges late last night) as well as on the weekends. Having prepared quite a few of these Statements, I can tell you that it would not take more than 30 minutes for us to meet and confer. Moreover, if we can agree that you will dismiss the defendants other than CEMC and Chevron Corporation, then there will be no need to prepare a Motion to Dismiss, and I would then be willing to devote some time to preparing the Joint Case Management Conference Statement on both of our behalves--I am offering to do this as a courtesy in order to accommodate your work schedule and to save time. You can then simply review it, make any necessary additions/changes, input, and we will file it as you do not yet have access to e-filing.

Please let me know if you are agreeable. I am available all day to discuss this.

Best,

Delia

\*\*\*\*\*

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## EXHIBIT D

**Subject:** Re: Johnson v. Chevron Corporaiton Case No. C 07-05756 WHA

**Date:** 3/27/2008 7:53:47 P.M. Pacific Daylight Time

**From:** [BlakVIII](#)

**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**CC:** [BlakVIII](#)

Dear Ms. Isvoranu,

I'm in receipt of your email from this afternoon regarding the below. Please provide me with the basis, L.R. or Rules that state you have to file a Motion to Dismiss by April 3, 2008. Likewise, I feel that me agreeing or not agreeing to stipulate to dismiss the employees and Chevron Corporation Long-Term Disability Organization Plan should not prevent the parties from executing a stipulation to move the dates for the CMC Statement and the CMC given my current health situation. Please further note that I plan on preparing a letter to send to the Court requesting to move the CMC Statement and the CMC out thirty days. I look forward to your response to this email regarding stipulating to move the CMC Statement and CMC 30 days out Samuel

## EXHIBIT E

**Subject: Re: Johnson v. Chevron Corporaiton Case No. C 07-05756 WHA**

**Date:** 3/27/2008 8:11:29 P.M. Pacific Daylight Time

**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**To:** [BlakVIII@aol.com](mailto:BlakVIII@aol.com)

Mr. Johnson,

I am emailing from my Blackberry, so please excuse any typographical errors. The Motion to Dismiss must be filed before we file a Joint Statement, particularly as it will bear directly on the matters to be included in the Statement, given that dismissal of the other defendants would greatly simplify and streamline the issues. As I have indicated, the rule that an action cannot be maintained against a party for whom a right-to-sue notice was not obtained is a straightforward issue and not at all complicated. We are simply seeking to avoid wasting the Court's and parties' time with an issue that can be resolved by stipulation. I am out of the office on 4/1 and, as a result, my intent is to prepare the Motion this weekend, for filing on 4/3. Given that I am starting a trial in the coming weeks, the Motion will be filed this following week even assuming that a continuance is granted by the Court. Therefore, please let me know before the close of business tomorrow whether you will stipulate to proceeding against CEMC and Chevron Corporation only.

Finally, I am available tomorrow all day, this entire weekend and all day on 4/2 to discuss with you the matters we are to include in a Joint Case Management Statement. The discussion should take no longer than 30 minutes and would avoid the need for any continuance given that this court has indicated that it wants this case to move forward.

I look forward to receiving your response.

Best,

Delia

## EXHIBIT F

From: BlakVIII@aol.com [mailto:BlakVIII@aol.com]  
Sent: Monday, March 31, 2008 5:10 PM  
To: Delia Isvoranu  
Subject: Re: FW: Johnson v. Chevron Corporation Case No. C 07-05756 WHA

So, that I'm clear, this is a stipulation dismissing the employees and Defendant Chevron Corporation Long-Term Disability Organization Plan from the 1983 claims. I also take it that you are not seeking to dismiss the Title VII and other claims pertaining to the employees and Defendant Chevron Corporation Long-Term Disability Organization Plan? Also, do this stipulation move the CMC and Joint CMC statement out 30 days? Please also be advised that I'm participating in a hearing the week of May 12-16, 2008, and therefore will not be able to appear at a CMC. Look forward to your response. You can also call me at 209-982-5904 later this evening to discuss this matter.

In a message dated 3/31/2008 5:06:09 P.M. Pacific Daylight Time, disvoranu@filicebrown.com writes:  
Mr. Johnson,  
Just so I am clear, this would be a stipulation dismissing the defendants and 1983 claim?

Thank you,

Delia

## EXHIBIT G

**Subject: RE: FW: Johnson v. Chevron Corporation Case No. C 07-05756 WHA**

**Date:** 3/31/2008 5:18:03 P.M. Pacific Daylight Time

**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**To:** [BlakVIII@aol.com](mailto:BlakVIII@aol.com)

Mr. Johnson,

The Stipulation would be to dismiss the defendants other than CEMC and Chevron Corporation from all the claims. I am not seeking that you dismiss any of your claims against the company, just the individual defendants from the action. The company's liability, if any, would be based on the conduct of these employees, they just would not be parties to this action. In fact, as Jahan may have advised you, you cannot file a Title VII or ADA claim against individual employees in any event. Only the employing entity (i.e. the company) can be sued under Title VII and ADA. So that is another reason why they should be dismissed from the action (the first being the failure to exhaust administrative remedies, which is required for both Title VII and the ADA). As to your section 1983 claim, you cannot allege a 1983 claim against a private employer, only a public one, such as the state, police or some other government entity.

I will agree to include in the stipulation that this does not waive your right to later amend your complaint to add the individuals at a later time (although there is no legal basis for doing so). Also, yes, if we can agree to this dismissal, I will agree to the 30 day extension and will include that in the stipulation.

Please let me know.

## EXHIBIT H

**Subject:**       **Re: Stipulation**  
**Date:**           4/1/2008 6:00:50 A.M. Pacific Daylight Time  
**From:**          [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)  
**To:**             [BlakVIII@aol.com](mailto:BlakVIII@aol.com)

Samuel, I received your fax and filed the Stipulation this morning to ensure the Court receives your request for continuance promptly.

Again, than you for your courtesy regarding this matter. I will wait to received your proposal for a resolution of this action.

Have a nice day.

Delia

## EXHIBIT I

From: blakviii@aol.com <blakviii@aol.com>

To: Delia Isvoranu

Sent: Tue Apr 01 10:22:45 2008

Subject: Re: Stipulation

Delia, before proceeding any further on the proposal for a resolution of this action, I will need to know whether or not you or Filice Brown Eassa & McCleod, LLP has the authority to begin and enter into settlement discussions with me pertaining to this matter as well as to execute a settlement if the parties can come to some agreement regarding this action and the WCAB matter. Please advise accordingly if your clients have provided such authority. Take care for now. Samuel.

## EXHIBIT J

**Subject:** Re: Stipulation  
**Date:** 4/1/2008 5:43:50 P.M. Pacific Daylight Time  
**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)  
**To:** [blakviii@aol.com](mailto:blakviii@aol.com)

Samuel,

Yes. We have authority to discuss settlement with you. I am required to forward any settlement demand/proposal to Chevron and I will do so.

Take care,

Delia



## EXHIBIT K

From: blakviii@aol.com [mailto:blakviii@aol.com]  
Sent: Wednesday, April 02, 2008 10:28 AM  
To: Delia Isvoranu  
Subject: Re: Stipulation

Delia, I plan on sending to you on tonight the ADR Certification and a Stipulation for a Protective Order. I would like for us to file these materials with the Court on the day that we file the Joint Case Management Conference.

I'll then forward to you on tomorrow that the parties have agreed to ADR and the type of ADR process that we have selected (Mediation) in hopes that we can file that as well. On a separate note, Judge Alsup likes to get the parties before him as soon as possible to assess where they stand on the issues being brought before him. Hence, no further delays in this case. (This is my understanding of how he likes to run his ship). Thanks and take care for now. Samuel.

## EXHIBIT L

**Subject:** RE: Stipulation

**Date:** 4/2/2008 10:31:11 A.M. Pacific Daylight Time

**From:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

**To:** [blakviii@aol.com](mailto:blakviii@aol.com)

Thanks, Samuel.

I will discuss the issue of mediation with Chevron and get back to you, hopefully, tomorrow.

Delia

## EXHIBIT M

**Subject:** Re: Draft Joint Status Report  
**Date:** 4/7/2008 3:00:59 P.M. Pacific Daylight Time  
**From:** [BlakVIII](#)  
**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Delia, I'll take a look at this on tonight, but just with a cursory review of the Joint CMC the trial date for April 2009 is not plausible and/or workable. Are you proposing that the parties have discovery, depositions, etc. in just six months and then move into the next phase of the case.

When I provide my Initial Disclosures you will be able to see the bigger picture as it pertains to the above. As stated before, the discovery that I seek in this matter will go beyond and in a different direction than what I requested in the WCAB proceeding. Likewise, I believe that I informed you that I planned on having a hearing/trial next year in the WCAB administrative proceeding. We can discuss this in further detail say tomorrow night after 7:30 p.m. Before then I'll provide you with a redline version of my suggested changes to the Joint CMC in hopes that the parties can agree on such. If not, we can submit both of our dates, etc. to Judge Alsup and let him decide. Take care for now. Samuel.

## EXHIBIT N

From: Delia Isvoranu <disvoranu@filicebrown.com>  
To: blakviii@aol.com  
Sent: Mon, 7 Apr 2008 3:21 pm  
Subject: RE: Draft Joint Status Report

Samuel,

Tomorrow after 7:30 is fine. I think the April 2009 trial date is reasonable. Usually, courts like to set trial dates within one year of the filing of the Complaint. Here, the complaint was filed in November 2007, so even with an April 2009 trial date, we are beyond the one year mark. Moreover, we typically bring cases to trial (even those where we have had more than one dozen depositions) within one year of the filing of the Complaint. I would be very surprised if the Court scheduled a trial beyond 2009, but you can certainly request that in the Joint Statement.

Best,

Delia

## EXHIBIT O

**Subject:** Re: Draft Joint Status Report  
**Date:** 4/7/2008 3:49:11 P.M. Pacific Daylight Time  
**From:** [BlakVIII](#)  
**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Delia, I've taken a look at some recent cases and the trial dates are set out two (2) years in some cases.

I'm looking at a trial to happen somewhere between April - June 2010. Please also note that I plan on

putting language in the Joint CMC to amend the complaint within 60 days. (Will be amending the

Complaint before the 60 days). As we previously discussed, I retain the right to bring in the employees

and Chevron Corporation Long-Term Disability Plan, as well as DOES under Section 1981 claims for

discrimination and retaliation. Given such, that will call for discovery, depositions, etc.

If there is not language in the complaint, we need to bring to the Court's attention the Motion to Seal. I'll

take a closer look at this topic on tonight. After I redline the Joint CMC, we can discuss this matter further

on tomorrow night after 7:30 p.m. Take care for now. Samuel.

## EXHIBIT P

**Subject:** Re: Draft Joint Status Report  
**Date:** 4/7/2008 4:26:50 P.M. Pacific Daylight Time  
**From:** [BlakVIII](#)  
**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Delia, let me review the Joint Status Report on tonight and I'll get back to you on that. I'll add in the new claims and what damages I'll seek for them then forward the Joint Status Report to you for review and discussion with my other changes.

Please also note that the only reason I stipulated to dismissing the 1983 claims pertaining to the employees and Chevron Corporation Long-Term Disability Plan Organization was for settlement purposes only, which I beleive from our conversations on this subject matter was your understanding as well. However, If I wrong, then as they say, say la ve and you got to get out of a lot of work on preparing a motion to dismiss. Take care for now. Samuel.

## EXHIBIT Q

**Subject: Re: Johnson v. Chevron Corporation Case No. C 07-05756 WHA**

**Date:** 4/8/2008 9:19:04 A.M. Pacific Daylight Time

**From:** [BlakVIII](#)

**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com), [BlakVIII](#)

Delia, thank you for sending me the below email. Again, I was not on the telephone conference call with Jahan. I also thought that we agreed that we were not going to discuss Jahan and Lieff, et al. as it pertains to this matter. While I do understand the basis for such given this subject matter. As we previously discussed, I made the decision to sign the stipulation to dismiss Chevron Corporation Long-Term Disability Organization Plan and the employees as they were brought into the matter incorrectly. One cannot name a defendant under a ADA, Title VII and California Fair Housing, etc. claim without exhausting all administrative remedies first. As you clearly brought the fact to my attention.

As well, I stipulated to dismiss the Section 1983 claims against the above-referenced defendants as a Section 1983 claim is reserved for governmental entities.

It was further my understanding that this was an effort to streamline this case for settlement purposes. As you stated in the email below that you sent to Jahan, if there is a basis to add the above-referenced defendants, then it is my choice to do such. You have proposed that I just state in the Joint CMC Statement that I have the right to amend the complaint at a later date. This will cause me to have to seek leave from the Court in which I donot want to do. Placing a deadline of 60 days in the Joint CMC allows me to amend the complaint without having to seek leave from the Court.

More to the point, you informed me that you had until April 3, 2008, to file your motion to dismiss. If the parties stipulated to dismissing the above-referenced defendants as it pertains to the claims listed above this would not only save you from having to prepare a motion to dismiss, but me have to provide an opposition and then the Court having to review such. All of which

1 could be avoided if the parties agreed to have the above-referenced defendants dismiss before  
2 April 3, 2008. Likewise, if I had of left the above-referenced defendants in this matter and added  
3 the Section 1981 claim by way of amending the Complaint, then you would have to file a Motion  
4 for Summary Judgment, etc. on the ADA, Title VII and 1983 claims against the above  
5 defendants.

6 Basically, what this comes down to is procedural moves and has not really wasted anyone's time  
7 and effort. I hope that you can see that. If not, then we will have to proceed to focusing our  
8 attention on completing the remainder of the items pertaining to the Joint CMC Statement.

9 Furthermore, If you look at the draft Stipulation I state that I will be seeking discovery of  
10 employment as well as pyschiatric records of some of the employees. Having these employees  
11 in as named defendants saves me time in having to obtain subpoenas as I can go directly to them  
12 for the needed discovery in the form of Requests for Admissions, as well as Request for  
13 Production of Documents, Interrogatories on their previous employers and medical providers.

14 What I propose is further cleaning up the Joint CMC Statement to conform to the one that is on  
15 the Court's website as well as explaining in detail while the parties (or I signed the Stipulation to  
16 have the above-referenced defendants removed from this matter). Take care for now. Look  
17 forward to speaking with you on tonight. Samuel



## EXHIBIT R

From: Delia Isvoranu <disvoranu@filicebrown.com>  
To: blakviii@aol.com  
Sent: Tue, 8 Apr 2008 9:22 am  
Subject: RE: Johnson v. Chevron Corporation Case No. C 07-05756 WHA

Samuel,  
You are incorrect. You do not have to serve subpoenas on the employees even if they are **not** named as individuals. Because they are employees of a party, i.e., Chevron, no subpoena is needed and you can simply serve your Interrogatories, Requests, etc. on us.

Delia

## EXHIBIT S

**Subject:** Re: Johnson v. Chevron Corporation Case No. C 07-05756 WHA

**Date:** 4/8/2008 10:55:42 A.M. Pacific Daylight Time

**From:** [BlakVIII](#)

**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Ok, it does not matter what method I use to obtain the needed discovery and from whom in order to prove my clams. Delia, in the email below and on what will be discussed on tonight, will make my position clear on why I will amend the compalint in 60 days. If your clients are serious about settlement, then they have about 45 days to make there best offer to resolve this matter, either outside of the Court directly with me, through the Court's ADR program and I may even ask that the Court place the party's immediately into settlement discussions in front of a Magistrate Judge. For now, let's table these matters for tonight. Take care for now. Samuel.

## EXHIBIT T

From: Delia Isvoranu <disvoranu@filicebrown.com>  
To: blakviii@aol.com  
Sent: Tue, 8 Apr 2008 10:58 am  
Subject: RE: Johnson v. Chevron Corporation Case No. C 07-05756 WHA

Samuel,  
To date, I have not received your proposed settlement demand. When you provide it to me, I will convey it to the client.

Thanks,

Delia

## EXHIBIT U

**Subject:** Re: Johnson v. Chevron Corporation Case No. C 07-05756 WHA

**Date:** 4/8/2008 11:25:09 A.M. Pacific Daylight Time

**From:** [BlakVIII](#)

**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Thank you. Will try to get that done and forward it accordingly. Take care for now. Samuel.

## EXHIBIT V

**Subject:** Re: Draft Joint Status Report  
**Date:** 4/9/2008 3:48:22 P.M. Pacific Daylight Time  
**From:** [BlakVIII](#)  
**To:** [disvoranu@filicebrown.com](mailto:disvoranu@filicebrown.com)

Delia, any status on when I will receive an updated version of the Joint CMC Statement? Also, I may delay sending the Settlement Demand Letter that we talked about until after the CMC as well as discuss such with Judge Alsup. Take care for now. Samuel.